

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION

100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301

Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID

e-mail: purchase@ci.fort-lauderdale.fl.us

ITB NO. 522-8713

ISSUE DATE: 5/15/02

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**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.**

ON: 6/11/02

TITLE: Purchase of Hardware Tape Storage Solution for Automatic Back-up of City's Enterprise Data

PROCUREMENT SPECIALIST: Linda R. Wilson, C.P.M., CPPB

DEPT: ADM/IT

CONTACT FOR TECHNICAL QUESTIONS: Gus Pujals, Database Administrator

PHONE: (954) 828-5134

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes_____ No_____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. () _____ (800) _____	Web site address: http://www/ _____
FAX () _____ e-mail: _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<p>How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit by facsimile. Facsimile bids will not be accepted.</p> <p>Each bid envelope must be sealed with the following information stated on the OUTSIDE of the envelope:</p> <p>BID/RFP No. 522-8713 Title: Purchase of Tape Storage Solution Opens: 6/11/01 2::00 PM</p>	
<p>Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any

variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or

workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART 1 -INTRODUCTION/SPECIAL CONDITIONS

1. PURPOSE: The City of Fort Lauderdale is soliciting bids from qualified vendors to provide, deliver, and install a hardware tape backup solution for the City's enterprise data., in accordance with specifications contained in the Invitation to Bid (ITB).

2. ADDITIONAL INFORMATION: For information concerning bidding procedures contact Procurement Specialist, Linda Wilson, at (954) 828-5146. For additional information concerning the technical specifications contained in this bid contact Database Administrator, Gus Pujals, at (954) 828-5134. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum. **To expedite reply to any questions or needed clarifications, you may mail e-mail them to Linda Wilson at lindaw@ci.ftlaud.fl.us. All email questions should be received by Purchasing prior to 5/28/02 before 5:00 PM.**

An addendum, if required will be issued within two days of the last date for questions as shown above.

3. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

4. PERMITS, TAXES, LICENSES: The successful Contractor shall obtain and pay for all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

5. INSURANCE REQUIREMENTS: The Contractor shall provide insurance coverage as follows:

- **Workers Compensation as required by Florida Statutes for benefit of Contractor employees;**
- **Comprehensive General Liability including Products/Completed Operations and Automobile Liability in the combined single limit of one million (\$1,000,000.00) dollars.**

Such certificate shall list the City as an additional insured and shall have no less than thirty (30) days notice of cancellation. The Contractor shall provide to the Procurement & Materials Management Division, original certificates of such coverage prior to engaging in any activities under this contract. No work can be started until the certificate is submitted and approved by the City's Risk Manager

6. INVOICES: The City will accept a single invoice following delivery and testing acceptance of the system solution equipment purchased. The invoice shall be accompanied by records fully detailing the amounts stated on the invoice. The City will endeavor to pay a correct invoice within thirty (30) days of receipt, inspection, and acceptance of the shipment. The City shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. Invoices for deliveries that do not meet specifications, or are not in accordance with the "Proof" provided will not be processed for payment.

7. PRICING: Bidder's firm, fixed total cost to the City for the requirements as contained in the ITB.

Bidder's **total cost to the City, shall include**, but not necessarily be limited to: all costs related to equipment purchase, delivery, set-up, installation, training/training materials, acceptance testing, all technical manuals, one full year warranty, and any other costs required to provide the City with a fully operational and functioning tape backup storage solution. Bidder shall provide all costs for extended maintenance, in accordance with the ITB.

8. YEAR 2000 COMPLIANCE: The Proposer/contractor warrants that each piece of hardware, software, and/or firmware product proposed or delivered under this RFP shall be able to accurately process date/time data (including, but not necessarily limited to calculating, comparing, and sequencing), from, into, and between the twentieth and twenty-first centuries, and years 1999 and 2000 and leap year calculations to the extent that other information technology being acquired, properly exchanges date /time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the city for breach of this warranty shall be as defined in, and subject to, the terms and limitations

of the contractor's standard commercial warranty or warranties, the remedies available to the city under this warranty shall include repair and/or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after city acceptance. Nothing in this warranty shall be construed to limit any rights or remedies that the city may otherwise have under this contract with respect to defects other than year 2000 performance.

The city, at its sole option, may at any time, require the contractor to demonstrate the procedures it intends to follow in order to comply with all the obligations contained the ITB specifications.

9. LOBBYING ACTIVITIES: Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index/htm>

PART II – SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

General Information: Basic Requirements for Tape Storage Solution

The City of Fort Lauderdale is seeking to purchase a hardware tape backup solution to efficiently provide automated backup, archival, and restoration of the City's enterprise data. The data primarily consists of Windows Servers (NT4 and 2000), HP-UX and Linux Servers, MS Exchange 2000, MS SQL Server, Informix and Oracle databases. A large portion of the data resides on intelligent SAN/NAS storage systems. The City's Information Technology Division has determined that Spectra Logic's Gator product, model Spectra 12000 meets these requirements. The City is requesting price quotes for this particular product or an equivalent brand/model providing that it meets or exceeds the specifications set forth in this document. Price shall include on-site **installation and configuration**.

As an OPTION, Bidders are requested to provide a price quote for **specific versions of Veritas' backup software**. The City may accept or reject the optional software purchase from this ITB, or to purchase from another competitively bid contract, if applicable, in the City's best interests.

1. Technical Requirements

1.0 Functionality

- ☐ 1.1 Automated tape library shall provide **simultaneous** support of **multiple heterogeneous hardware platforms/operating systems** (including but not limited to Windows 2000, Windows NT, HP-UX, NAS, SAN), **software applications** (including but not limited to Veritas and ArcServe2000), **drives, media, and interface** (including but not limited to fiber channel, SCSI, and gigabit Ethernet) technologies.
- ☐ 1.2 All media shall be bar-coded and have uniquely sequenced labels (cartridge magazines/packs preferred).
- ☐ 1.3 Capability to perform automated, non-disruptive scheduled backups.
- ☐ 1.4 Local management console (which can be remotely accessed/managed) for administrative library tasks; including scheduling, media management and diagnostics. Shall also include a web-based interface to the administration console.
- ☐ 1.5 Shall have the capability of performing the daily backup of *twice* the entire current amount of the City's enterprise data within a 7-hour time span (see 6.2 for current City specifications).
- ☐ 1.6 Have the ability to perform server-less backups.

2.0 Availability

- ☐ 2.1 Storage system shall not have a single point of failure within the automated library regarding the drives and drive architecture to move data throughout the library.
- ☐ 2.2 Shall have the ability to replace/swap (user serviceable) tape drives and library's critical components (including power supplies and robotics) online (true hot swappable).
- ☐ 2.3 Shall have a remote web based management console interface, which can be accessed via network connection for remote site administration.
- ☐ 2.4 Automated tape library to be field expandable/upgradeable. It shall have the capability of upgrades to its software/firmware to correct bugs and accommodate future technologies.
- ☐ 2.5 Spares kit onsite, if deemed necessary for any working components.

3.0 Support

- ☐ 3.1 Vendor shall submit two different service level agreements, one of which is to be selected by the City.
- ☐ 3.2 The first is a 24x7x365 agreement, which provides on-site, same day hardware support within 4 hours from the time that the service request call is placed. Telephone support for this agreement is provided 24-hours (including nights, holidays, and weekends).
- ☐ 3.3 The second is a next business day service agreement, which provides on-site hardware service no later than the next business day of the service request call being made. Telephone support for this agreement is provided during regular working hours (Monday through Friday from approximately 8:00 AM until 6:00 PM EST).
- ☐ 3.4 Vendor shall provide **five (5) year hardware support service level agreements** for both, itemized per year.
- ☐ 3.5 Agreements shall have a **single** point of contact for **all** automated tape library issues.

4.0 Implementation

☐4.1 The vendor is required to provide end-to-end implementation of all the tape library storage components and configurations, including the City's management software (**to be Veritas or Computer Associate ArcServe2000/Brightstor**) and network interfaces.

☐4.2 The vendor shall provide a minimum of 3 references of experience in the implementation of the storage tape library model proposed in a multiple platform heterogeneous environment.

☐4.3 The vendor shall implement all of the software functionality, including: management software, complete automation of backups, and remote library management console software.

5.0 Hardware

☐5.1 Quote shall minimally include: automated tape library with required slots and drives, SCSI and fiber cables, Ethernet Gigabit interface, hardware maintenance support, and media (shall include media for 8 times the current amount of uncompressed data to be processed).

☐5.2 Minimum of 2 tape drives

☐5.3 Shall be rack mountable.

6.0 Performance and Expandability

☐6.1 Shall allow easy adaptation of new technologies (i.e. allow component upgrades as opposed to replacement of the entire system).

☐6.2 Required to currently process a daily minimum of 800GB of heterogeneous data (including and contained in Network Appliance F720 NAS, Hitachi 7700e SAN, Windows 2000, Windows NT, MS Exchange, MS SQL Server, Document imaging, HP-UX 11.0, and Linux), expandable to at least 8TB of native data storage (See 1.5 for backup time window). Original configuration proposed shall be capable of currently processing twice (1.6 TB) the amount of existing data within the given time window.

☐6.3 Medium cartridge native specifications shall meet a minimum of:

100 GB Native Capacity

10 MB Native Transfer Rate Throughput

7.0 Project proposal and project timetable

Each bidder is required to submit along with their bid, a project SCOPE OF WORK completely describing the proposed solution including **itemized** hardware/services costs and other pertinent facts, which may assist the City in determining the overall effectiveness of the bidder's proposal. Each bidder shall also include a project timetable.

Shall propose a configuration with two (2) tape drives and another with 4 tape drives.

Each bidder is required to provide a detailed technical solution diagram, based on the City's provided hardware/software provided on section 10 (below), describing the proposed solution.

Each bidder is required to complete and return the attached checklist as part of the proposal.

8.0 Project acceptance

Complete project acceptance shall be defined as follows:

☐9.1 Complete installation of proposed solution, including but not limited to automated storage tape library, media, and cabling.

☐9.2 Documentation:

☐a. Description of installation and configurations

☐b. Two (2) complete sets of operational commands/procedures.

☐c. Two (2) complete sets of user documentation.

☐d. Two (2) complete sets of support analyst documentation.

☐e. All hardware/software warranties

☐f. Post-technical support.

☐9.3 Transfer of knowledge to appropriate support staff for:

☐a. Operational procedures/tasks

☐b. Hardware maintenance

☐c. Disaster recovery

☐d. Management software

☐e. Complete configuration of tape libraries

- f. Backup and restore sessions
- g. Procedures for adding/replacing tape drives and tapes to the libraries

9.0 (Informational) City of Fort Lauderdale's approximate current hardware/software components.

Qty Description

- 1 - Backup software management server (running Windows 2000)
- 30 - Windows servers
- 2 - MS SQL Server 2000 Enterprise clustered servers w/ the data stored in a SAN (Hitachi 7700E)
- 1 - MS SQL Server 2000 Fail-over server
- 2 - MS SQL Server 2000 stand alone servers
- 2 - MS Exchange 2000 Enterprise clustered servers w/ the data stored in a SAN (Hitachi 7700E)
- 1 - Oracle 8i Enterprise server running on Windows 2000 Server
- 2 - Oracle 8i Enterprise running on HP-UX UNIX
- 3 - HP-UX N4000 UNIX servers running HP-UX 11
- 1 - SAN (Hitachi 7700E) with approximately 400 GB of data
- 1 - NAS (Network Appliance Filer F720) with approximately 250 GB of data

10. DELIVERY & INSTALLATION: The successful Contractor shall deliver and install a completely operational tape backup storage solution, in accordance with the ITB, NOT LATER THAN sixty (60) days, after notification of award by the City. Equipment shall be installed at City Hall, 100 N. Andrews Avenue, 6th Floor, Ft. Lauderdale, FL.

11. PARTS AVAILABILITY: Contractor shall guarantee and have available to the City, replacement parts for the equipment offered and accepted by the City for not less than 10 years from the date of purchase.

12. ACCEPTANCE: The successful Contractor shall successfully complete the acceptance testing requirements within the sixty (60) day period following contract award. The City will accept the fully installed and operational unit when the Contractor has successfully proven the equipment to function in accordance with the ITB requirements and operate successfully for 30 days without failures. Failure is defined as the inability to backup and restore any one given file.

Acceptance testing shall include, but not necessarily be limited to, Contractor's successful demonstration to the City's Information Systems Division personnel, the automated backup and restoration of a sample of data, to be determined by the City, stored in the City's computer systems located in the City's Computer facility in City Hall.

The City reserves the right to cancel the Contract, and remove the tape backup storage system, at no cost to the City, if the Contractor fails to satisfy the City's acceptance requirements.

13. WARRANTY: Bidder shall include as a part of the total cost to the City, a one year equipment warranty effective the date of City acceptance of the fully installed and operational unit.

14. MAINTENANCE: The City may consider an extended maintenance agreement for the equipment purchased, after initial warranty expiration. Bidders shall provide for extended maintenance service for any equipment proposed. Bidders shall submit complete information regarding the cost of annual maintenance, location of service facility or service personnel, guaranteed response time for "on-site", and primary contact person. Bidders shall refer to paragraph 3.0 Support for the levels of maintenance/support for which pricing is requested.

Bidders shall submit either: a firm, fixed cost /per year for 5 years following initial equipment warranty expiration;

Or: a guaranteed, fixed cost escalation percentage, not to exceed 5%/per year, or the CPI whichever is less.

If the City will be required to sign an extended maintenance agreement for the proposed equipment, a copy of the standard maintenance agreement must be included as a part of the bid response for the City's review. It should be understood that the City may not be able to accept all of the terms contained in this agreement, and may require modifications prior to any award for the proposed equipment.

The extended maintenance agreement, if accepted by the City, will become effective on the expiration of the initial warranty period for the proposed equipment.

15. Optional: Provide additional optional pricing of Veritas software needed for complete backup, archival, and restoration of **all** of the City's data, along with associated five-year software maintenance level Vs1 support for products below.

<u>Qty</u>	<u>Product</u>
30	NetBackup DataCenter for Windows
3	NetBackup DataCenter for UNIX
1	NetBackup for NDMP
2	NetBackup Shared Storage OptionI
2	NetBackup Storage Migrator for MS Exchange
4	BackupExec for Windows Advanced Server

15.1. TRAINING REQUIREMENTS/OPTIONAL SOFTWARE ONLY: Contractor shall provide training, satisfactory to the City, for designated City staff on system software (Veritas or ArcServe2000, along with hardware's operating system) configuration and maintenance of daily tasks. Bidder shall provide information on proposed training, as an appendix to the ITB response.

BID SUMMARY PAGES

BIDDER PLEASE PROVIDE ONE (1) ORIGINAL AND THREE (3) COPIES OF PAGE 1 OF THE ITB, ALL BID SUMMARY PAGES, AND ANY ATTACHMENTS TO YOUR BID.

BIDDER PLEASE COMPLETE THE FOLLOWING:

1. Company Name : _____
(legal registered)

Principal contact person(s): _____
(Name & Title)

2. Is there anything contained in the ITB specifications, which is not included in your bid?

_____ YES _____ NO

If YES, please explain all variances, exceptions:

3. Bidder please provide a minimum of three references for whom services of equivalent size and nature have been provided. Include Contact name, telephone number and organization:

Company Name:
Address: _____
Principal Contact:
Telephone Number:
Equipment Model/Brand: _____

Company Name:
Address: _____
Principal Contact:
Telephone Number:
Equipment Model/Brand: _____

Company Name:
Address: _____
Principal Contact:
Telephone Number:
Equipment Model/Brand: _____

4. Pricing: Bidder shall provide a firm, fixed total cost to the City in accordance with the ITB specifications. Please insert the itemized costs as outlined below. If there are any additional costs, please list those and note as such as an Appendix to this section of the Bid Summary Pages.

Itemized Cost:

4.1. Hardware:

Tape Library Solution w/ 2 tape drives:

Tape Library Solution w/ 4 tape drives:

4.1.1. Hardware Support:

For 24x7x365 agreement:

Year 1

Year 2

Year 3

Year 4

Year 5

Next business day agreement:

Year 1

Year 2

Year 3

Year 4

Year 5

Have you included your standard Extended Maintenance/Support Agreement & respective License agreements, if applicable form?

YES:_____ NO:_____

EXTENDED MAINTENANCE OPTION: Annual guaranteed cost/per year or % cap:

If you are unable to provide the city with a firm, fixed cost/per year as shown above, please provide us with a maximum percentage escalator/per year for the same period shown, in accordance with the ITB specifications.

_____ %

4.2. Software (Optional):

Veritas Software

4.2.1. Software Support Level Vs1 for Veritas:

Year 1

Year 2

Year 3

Year 4

Year 5

EXTENDED MAINTENANCE OPTION: Annual guaranteed cost/per year or % cap:

If you are unable to provide the city with a firm, fixed cost/per year as shown above, please provide us with a maximum percentage escalator/per year for the same period shown.

_____ %

Have you included your standard Extended Maintenance/Support Agreement & respective License agreements, if applicable form?

YES:_____ NO:_____

5. Bidder shall indicate a time-line as part of the ITB response.

Included?. YES:_____ NO:_____

6. Bidder, please **indicate the upgradability of the equipment proposed, and related charges:**

Please **indicate your Trade-In Allowance for this equipment** based on the following:

After 5 yrs. \$_____

After 6 yrs. \$_____

After 7 yrs. \$_____

After 8 yrs. \$_____

After 9 yrs. \$_____

After 10 yrs. \$_____

7. BIDDER ADDITIONAL COMMENTS:

Please mark below if requirements were appropriately met by proposal.

	<u>Is the listed requirement met?</u>	<u>YES</u>	<u>NO</u>
<u>Functionality</u>			
Automated tape library must provide simultaneous support of multiple heterogeneous :			
Hardware platforms/operating systems (including but not limited to Windows 2000, Windows NT, HP-UX, Linux, NAS, SAN).			
Software applications (including but not limited to Veritas and CA's ArcServe2000),			
Tape drives			
Media			
Interface (including but not limited to fibre channel, SCSI, and gigabit Ethernet) technologies			
All media must be bar-coded and have uniquely sequenced labels.			
Capability to perform automated, non-disruptive scheduled backups.			
Local management console (which can be remotely accessed/managed) for administrative library tasks; including scheduling, media management and diagnostics.			
Must include a web-based interface via a browser for remote site administration.			
Must have the capability of performing the daily backup of <i>twice</i> the entire current amount of the City's enterprise data within a 7-hour time span (see 6.2 for current City specifications).			
Have the ability to perform serverless backups.			

Is the listed requirement met?

YES

NO

Availability

Storage system must not have a single point of failure within the automated library regarding the drives and drive architecture to move data throughout the library.

Must have the ability to replace/swap (user serviceable) tape drives and library's critical components (including power supplies and robotics) online (true hot swappable).

Must have a remote web based management console interface, which can be accessed via network connection for remote site administration.

Automated tape library to be field expandable/upgradeable.

Support

Provide multiple year hardware support service level agreement.

Agreement must have a **single** contact point for **all** automated tape library issues.

Is on-site response time of service support agreement less than 8 hours?

Implementation

Provide end-to-end implementation of all the tape library storage components and configurations, including the City's management software and network interfaces.

Proposed implementation diagram included based on City's provided hardware/software.

References of experience in the implementation of the storage tape library model proposed.

Proposal includes implementation of all the software functionality, including:

Management software

Complete automation of backups

Remote library management console software.

Is the listed requirement met?

YES

NO

Hardware

Quote includes automated tape library

With required:

Slots

Drives

SCSI cables

Fibre cables

Ethernet Gigabit interface

Hardware maintenance support

Media for 8 times the current amount of uncompressed data to be processed

Minimum of 3 tape drives.

Rack mountable.

Performance and Expandability

Must allow easy adaptation of new technologies.

Library is expandable to at least 8TB of native data storage.

Proposed original configuration proposed is capable of currently processing
twice (1.6 TB) the amount of existing data within the given time window.

Medium cartridge native specifications equal to or greater than 100 GB Native Capacity

Medium cartridge native specifications equal to or greater than 10 MB Native Transfer
Rate Throughput

Project proposal and project timetable

Submit, along with their bid, a project SCOPE OF WORK completely describing
the proposed solution including itemized hardware/services costs.

Provide a detailed technical proposed solution diagram.

Include a project timetable.

Optional separate Veritas Software configurations and price quote included.

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